

Terms of Service

valantis.xyz

Last Updated: November 25, 2025

These are the Terms of Service (“Terms”) for the website located at <https://www.valantis.xyz/> (the “Site”), operated by Valantis Panama Inc., a Corporation registered under the Laws of the Republic of Panama (“Site Operator”). The Site and any content, tools, documentation, features, and functionality offered on or through the Site are collectively referred to as the “Services”.

These Terms govern your access to and use of the Services. By accessing or using the Services, you are agreeing to these Terms. If you do not understand or agree to these Terms, please do not use the Services.

For purposes of the Terms, "user", “you,” and “your” mean you as a user of the Services. If you use the Services on behalf of a company or other entity, then "user" and “you” include you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity, and (b) you agree to these Terms on the entity’s behalf.

We reserve the right to modify or update these Terms at any time in our sole discretion. Any modifications will be effective immediately upon posting the updated Terms on our website. Your continued use of the Services following the posting of any changes constitutes your acceptance of such changes. If you do not agree with any modifications, you must immediately discontinue use of the Services

IMPORTANT NOTICE: THESE TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT AFFECT YOUR LEGAL RIGHTS. PLEASE READ CLAUSE 8.2 and 8.5 CAREFULLY. IF YOU DO NOT AGREE TO WAIVE TRIAL BY JURY, AGREE TO BINDING ARBITRATION, AND AGREE TO A CLASS ACTION WAIVER, DO NOT USE THE SERVICES.

1. Site Overview

1.1 About the Site

The Site aggregates and publishes publicly available third-party information about the Valantis Protocol, a smart contract system deployed on the HyperEVM blockchain. The Site displays data such as transaction records, liquidity activity, staking information, validator interactions, fee execution, and other on-chain events, which may be obtained directly from the HyperEVM network or through third-party indexers and analytics tools. The information shown may be incomplete, delayed, or imprecise, and the Site does not guarantee its accuracy.

The Site may also display data related to tokens, including HYPE and stHYPE. The Site does not issue, distribute, stake, redeem, market, sell, or provide trading or advisory services for HYPE, stHYPE, or any

other tokens deployed on or related to cryptographically secured distributed ledgers (“Digital Assets”). The mechanics, reward or value accrual behavior, validator performance, and redemption processes related to these tokens are managed solely by autonomous software programs deployed on cryptographically secured distributed ledgers (“Smart Contracts”) and external blockchain systems that the Site does not control.

In certain cases, the Site may allow the User to generate a draft transaction message related to the Valantis Protocol. Any such transaction must be independently signed and executed by the User through a third-party wallet application or device. The Site does not execute transactions, store private keys, validate blockchain records, or provide brokerage, custody, exchange, financial advisory, or risk management services. All protocol interactions occur solely between the User’s Wallet and decentralized Smart Contracts, and use of the Site does not create any custodial, fiduciary, partnership, or financial services relationship between the User and the operator of the Site.

1.2 About the Valantis Protocol

The Valantis Protocol is a decentralized smart contract system published as publicly accessible software and deployed on the HyperEVM blockchain. It provides a framework for on-chain liquidity activities, including the staking, swapping, delegation, lending, and pooling of Digital Assets through autonomous modules such as Sovereign Pools, Liquidity Modules, Fee Modules, and the Staking Modules, as determined in the Valantis Documentation, available at <https://docs.valantis.xyz/>. Smart Contracts associated with the Valantis Protocol operate independently of the Site and may be accessed using any compatible HyperEVM wallet or client without the use of this Site. Users authorize the Site Operator to facilitate access to the Valantis Protocol and, where applicable, to enable the delegation of supplied Digital Assets through Smart Contracts, acting as a representative and technical agent. Users interacting with the Protocol do so by broadcasting their transaction messages to HyperEVM validators, who record the resulting activity on the blockchain in accordance with the instructions signed by the User.

By supplying Digital Assets to the Valantis Protocol, the User authorizes the Site Operator to act as a representative and technical agent of the Valantis Protocol for the collective benefit of Users interacting with the relevant Smart Contracts, to delegate the Digital Assets to designated third parties, who will act as delegation overseers. Such delegation is limited to administrative and technical execution functions and shall not constitute custody, possession, discretionary control, fiduciary management, mandate, or asset management on behalf of any User.

Further, by supplying Digital Assets to the Valantis Protocol, the User expressly acknowledges and agrees that staking, delegation, or withdrawal conditions, relating to the foregoing paragraph or otherwise, may temporarily restrict the User’s ability to withdraw or transfer Digital Assets while such assets remain engaged in the Protocol for up to one (1) calendar year.

1.3 Relationship Between the Site and the Valantis Protocol

The Site is an informational and technical interface that operates independently from the Valantis Protocol. The Site Operator does not operate the HyperEVM network, validator nodes, or any blockchain

infrastructure. All information displayed on the Site regarding Protocol activity is derived from public blockchain data, indexing providers, or third-party infrastructure services, all of which may be independently verified by Users through external applications or blockchain explorers.

As part of its functionality, the Site may generate unsigned transaction messages requested by the User, including swaps, staking actions, liquidity provisioning, delegation instructions, or other interactions supported by the Protocol. These messages are drafts only and may be executed solely after the User independently reviews and signs them through their own wallet.

The Site does not: (i) hold or store private keys; (ii) broadcast transactions on behalf of Users; (iii) custody any Digital Assets; or (iv) initiate transactions without the User's explicit authorization.

The Site Operator may exercise limited "Delegation Authority" over Digital Assets solely for the purpose of facilitating staking and delegation to third parties. "Delegation Authority" for these Terms is defined as the restricted, non-custodial power granted to the Site Operator to trigger delegation-related Smart Contract actions exclusively through protocol-defined mechanisms, including multisig execution, without obtaining ownership, possession, or discretionary economic control over such Digital Assets.

Where the Protocol requires automated or semi-automated technical execution, the Site Operator acts solely as a technical execution facilitator of the Protocol, never as a custodian, fiduciary, broker, investment adviser, or representative of any User. The Site Operator may transmit Protocol instructions to non-custodial execution modules as permitted by the Protocol, but does not and cannot access, redirect, withdraw, or utilize User Digital Assets for any purpose other than Protocol-level delegation as authorized herein.

All economic effects, transfers, minting, swaps, deposits, withdrawals, and protocol interactions occur exclusively between the User and the HyperEVM blockchain. Validator nodes, execution modules, staking systems, and Smart Contracts operate as defined by the protocol and are not controlled by the Site or the Site Operator.

The Site Operator does not: buy, sell, trade, redeem, custody, stake, or manage Digital Assets on behalf of Users, nor does it function as an agent, custodian, validator, trustee, investment manager, broker, financial intermediary, or similar representative.

1.4 Protocol-Level Operational Authority

The User acknowledges that the Valantis Protocol may require access to external infrastructure, including validators, staking service providers, or blockchain accounts used solely for protocol execution. For this limited purpose, the Site Operator may enter into technical or commercial agreements with such third parties only to facilitate the Protocol's functions, and strictly in its capacity as an infrastructure facilitator and not as a representative, agent, custodian, fiduciary, borrower, or counterparty on behalf of any User.

All Digital Assets interacting with the Valantis Protocol may be transferred, staked, delegated, or assigned exclusively through the blockchain networks and Protocol-defined Smart Contracts to which each Digital Asset relates. Any delegation of such assets to validator infrastructure or whitelisted Smart Contracts occurs solely through protocol-level mechanisms, including a Protocol Multisig (STHYPE

DEFAULT_ADMIN) responsible for approving and whitelisting Staking Modules and or Smart Contract addresses eligible for non-custodial delegation.

Staking Module Smart Contracts are responsible for delegating assets to validators. Staking Modules may appoint a non-custodial delegation overseer to oversee validator delegations. The Protocol Multisig may be held by the Site Operator or another designated entity, and its authority is strictly limited to whitelisting key protocol Smart Contracts, including Staking Modules, and, where applicable, protocol-wide configuration parameters.

Users acknowledge and accept that any impacts on rewards, staked assets, or network incentives arise from protocol and blockchain operations themselves. Neither the Site Operator nor any delegation overseer shall have liability for such events, outcomes, or penalties (including, without limitation, slashing penalties).

2. Eligibility

Access to and use of the Site is permitted only to individuals and entities who are not subject to sanctions imposed by the United Nations Security Council Consolidated Sanctions List, which constitutes the only legally binding restrictive list applicable in the Republic of Panama, in accordance with Title VI of Law 23 of 2015, Executive Decree 587 of 2015, and Article 4 of the Political Constitution. Accordingly, Users who appear on the United Nations Consolidated Sanctions List are strictly prohibited from using the Site or interacting with the Valantis Protocol through it.

In addition, although the Site Operator is not a reporting entity under Law 23 of 2015 and is not legally required to implement enhanced compliance measures applicable exclusively to regulated financial and non-financial subjects, the Site may, at its discretion, restrict access or interaction from users associated with high-risk jurisdictions or persons appearing on international control or reference lists (including OFAC, UK Treasury, EU, FATF, and similar sources). Any such restrictions are implemented as a voluntary risk-mitigation measure and do not create financial monitoring, custody, or supervisory obligations for the Site Operator, nor convert it into a regulated entity.

By using the Site, the User represents and warrants that they are not listed on the United Nations Consolidated Sanctions List and that they are not accessing the Site on behalf of or for the benefit of any sanctioned person or entity. The User further acknowledges that the Site Operator may restrict access without notice to comply with Panama's public order, international commitments, and internal risk management decisions.

3. Site Operator Discretion; Certain Risks of the Site

Each User acknowledges and accepts that use of the Site is voluntary and at the User's sole risk, including all operational and informational risks described in this Section. By accessing the Site, the User expressly assumes all risks associated with its use.

3.1 Content and Information

The Site displays information derived from the HyperEVM blockchain and external tools, including data relating to liquidity activity, staking performance, validator behavior, prices, and tokens such as HYPE and stHYPE. The Site Operator makes no representation or warranty regarding the accuracy, completeness, origin, or relevance of any displayed content. All information is provided “as is” and may be delayed, incomplete, or inaccurate. Neither the Site Operator nor any delegation overseer is responsible for losses arising from reliance on Site content, including misinterpretation, technical errors, or unavailable data.

3.2 Token Identification and Contract Addresses

The Site may associate names, logos, or symbols (including “HYPE,” “stHYPE,” or any other tokens) with specific Smart Contract addresses. The Site relies on publicly available third-party resources that may be incorrect, outdated, or inconsistent. Multiple Smart Contracts may share similar token names or symbols. Users must verify contract addresses directly on the blockchain and must not rely solely on the Site. Any reliance on the Site for token identification is at the User’s risk.

3.3 User Responsibility for Wallets and Security

Users are solely responsible for managing their Wallets, private keys, seed phrases, devices, addresses, and for reviewing every transaction they choose to sign. The Site does not execute or authorize transactions on behalf of any User and does not have access to keys or assets. The Site’s compatibility with a HyperEVM wallet is not an endorsement or guarantee of its safety, suitability, or performance.

3.4 No Site Fees; Third-Party Fees Are Irreversible

The Site charges no fees for its use. Any fees paid for interactions with the Valantis Protocol, HyperEVM validators, staking modules, sovereign vaults, or liquidity systems are third-party charges outside the Site’s control. The Site Operator does not receive such fees, and cannot reverse, refund, or modify any transaction, including those executed in error.

3.5 No Duty to Operate or Maintain the Site

The Site is operated on a voluntary basis and may be limited, modified, suspended, or discontinued at any time, without prior notice. The Site Operator has no obligation to continue funding, maintaining, updating, or supporting the Site or to display data for any token, validator, staking module, or liquidity pool (including STEX pools or sovereign vaults). If the Site no longer displays or supports certain data, Users may need to rely on third-party blockchain explorers or tools, at their own expense and risk.

3.6 No Exclusive Rights to the Valantis Protocol

The Valantis Protocol’s Smart Contracts are publicly accessible and may be forked, copied, or redeployed by third parties. The Site Operator has no obligation to publish or track data for any independent deployments, forks, versions, or derivative protocols that may use similar names, interfaces, or token references. The Site is not responsible for distinguishing or warning Users about alternative deployments.

3.7 Right to Limit or Deny Access

The Site Operator may restrict or deny access to any User at any time, without notice, including based on blockchain address, Wallet history, IP address, VPN usage, metadata, device type, jurisdiction, or indicators of illegal or high-risk activity. The Site Operator may voluntarily use wallet-screening services or risk-classification tools. Restricting access does not constitute regulated financial monitoring, custody, or reporting under Panamanian law.

The Site Operator may restrict, suspend, or terminate access to the Site at any time, with or without notice. Continued use of the Site after any suspension or update to these Terms constitutes your acceptance of the Terms then in effect. If you do not agree, you must stop using the Site immediately.

3.8 Voluntary Sanctions & Risk Monitoring

Although the Site Operator is not a reporting entity under Law 23 of 2015 and is not required to conduct sanctions checks, the Site may voluntarily screen Users against the United Nations Security Council Consolidated Sanctions List and other control lists to reduce risk. The Site may block or restrict access and may preserve limited technical information for legal compliance. These actions do not transform the Site Operator into a supervised financial institution under Panamanian law.

3.9 Cooperation with Authorities

The Site Operator may cooperate with lawful governmental or law-enforcement requests and disclose information it considers necessary to comply with applicable law, regulation, or judicial order. Any such cooperation shall not create obligations of custody, monitoring, financial reporting, or asset control.

3.10 No Regulatory Supervision

The Site Operator and the Site are not registered, qualified, licensed, supervised, or regulated by any governmental authority or financial regulator, whether in the Republic of Panama or in any other jurisdiction. No public authority has reviewed, approved, endorsed, or verified the accuracy, suitability, or completeness of the information made available through the Site.

The Site Operator is not registered or licensed as a broker, dealer, exchange, advisor, custodian, transfer agent, virtual asset service provider, payment intermediary, staking provider, or any similar category of financial service entity. Nothing on the Site constitutes financial, investment, securities, fiduciary, custodial, or brokerage services.

Further, the Smart Contracts, tokens (including HYPE and stHYPE), validators, liquidity pools, staking modules, sovereign vaults, and other blockchain mechanisms referenced by the Site may also not be registered with or supervised by any government agency or regulatory authority. Use of such decentralized systems is not subject to financial supervision applicable to regulated instruments, and the User bears the risk of interacting with unregulated technologies and assets.

4. Intellectual Property and Open-Source Matters

4.1 License to Use the Site

Subject to the User's eligibility under these Terms, including the User's compliance with all applicable restrictions, the User is granted a personal, revocable, limited, non-exclusive, non-transferable, and non-sublicensable license to access and use the Site solely for informational and permitted technical interactions with the Valantis Protocol. This license does not grant any rights to copy, reproduce, commercialize, or modify the Site beyond what is expressly permitted under these Terms.

4.2 Site Code and Open-Source Components

Portions of the Site, including front-end code necessary to display public Protocol information or draft transaction messages, may be published or made available under open-source licenses through repositories such as <https://github.com/ValantisLabs>. Any such code is licensed under the terms specified within each repository. Nothing in this Section grants any license to proprietary components or third-party code, and no User may claim ownership or exclusive rights to modifications or derivatives of such code.

4.3 Marks, Logos, Token Names, and Branding

All marks, logos, and branding appearing on the Site that relate to Valantis or Valantis Labs are used under applicable ownership rights or open-source brand policies and do not convey proprietary, exclusive, or commercial rights to Users. All other marks and identifiers displayed on the Site—including the names, symbols, and logos of blockchain tokens such as **HYPE** and **stHYPE**—are the property of their respective owners and may be subject to separate intellectual property rights. The Site does not claim ownership or affiliation with such token branding, and the display of these identifiers does not imply endorsement, partnership, or authorization by their creators or issuers.

4.4 Privacy and User Information

The Site may, directly or indirectly, collect and temporarily retain limited data (including IP addresses, device information, or wallet metadata) for operational purposes, such as preventing access from sanctioned persons, high-risk users, or restricted jurisdictions. Except where required by applicable law or lawful request, the Site Operator does not undertake confidentiality obligations with respect to such data. By using the Site, the User acknowledges that any collected information may be processed solely for operational security, sanctions compliance, or technical maintenance purposes, and not for custodial, financial, advisory, or commercial profiling functions.

5. Permitted and Prohibited Uses

5.1 Permitted Uses

The Site is intended exclusively for use by technologically and financially sophisticated individuals or entities who access it **solely for informational and technical purposes**, including to view publicly available blockchain data or to generate draft transaction messages for their independent use. Users must verify all information appearing on the Site and must independently confirm that any draft transaction message aligns with their intended interaction with the Valantis Protocol. These activities constitute the **Permitted Uses** of the Site.

5.2 Prohibited Uses

Users shall not, directly or indirectly, in connection with their use of the Site:

Access or use the Site for any purpose other than the Permitted Uses.

Use the Site if any representation in Section 6 becomes untrue or incomplete.

Rely on the Site as the basis for investment, financial, tax, legal, or custodial advice.

Engage in fraud, deception, misrepresentation, market manipulation, or any conduct intended to mislead another person.

Commit or attempt to commit any hacking, attack, exploit, interference, reverse engineering, Sybil attack, DoS attack, or extraction of private data.

Violate any applicable law, regulation, sanctions restrictions, or obligations related to digital assets or blockchain technology.

Engage in or knowingly facilitate manipulative market behaviors, including wash trading, pump-and-dump conduct, spoofing, or artificial price influence relating to any token displayed on the Site, including HYPE or stHYPE.

Use the Site in connection with any token-based fundraising activity (including ICOs, IEOs, DAOs, token sales or issuance schemes), or any unregistered financing of a business, enterprise, or investment product.

Encourage, assist, or enable any other person to conduct any of the Prohibited Uses.

6. User Representations and Warranties

By using the Site, each User represents and warrants to the Site Operator that the following statements are accurate and complete. If any statement becomes inaccurate, the User must immediately cease accessing and using the Site.

6.1 Eligibility and Capacity

If an individual, the User is of legal age and has the capacity to accept these Terms.

If a legal entity, the User is duly organized, validly existing, and authorized to accept and comply with these Terms.

6.2 Authority

The User has full legal authority to agree to and perform these Terms. These Terms are a binding legal obligation enforceable against the User.

6.3 Compliance with Law

Use of the Site and agreement to these Terms **does not violate any applicable law**, regulation, court order, or agreement binding upon the User, including those regarding blockchain, digital assets, staking, cross-border transactions, or sanctions screening.

6.4 Absence of Sanctions

The User represents that they are not listed on the United Nations Security Council Consolidated Sanctions List, nor acting on behalf of any listed person, nor using funds derived from unlawful activity. The User further represents that they are not located, incorporated, or ordinarily resident in a jurisdiction subject to such United Nations sanctions. For clarity, the Site Operator's restrictions on use are based exclusively on Panama's obligations under the United Nations list, consistent with Law 23 of 2015 and Executive Decree 587 of 2015.

6.5 Non-Reliance

The User acknowledges that they are knowledgeable and experienced in interacting with decentralized technologies, including HyperEVM, staking tokens, liquidity systems, sovereign vaults, and automated smart contract execution. The User acknowledges they have not relied on the Site Operator for financial, fiduciary, legal, or technical advice, and that they are solely responsible for evaluating the risks of interacting with the Valantis Protocol.

7. Risks, Disclaimers, and Limitations of Liability

Each User acknowledges and accepts that interacting with decentralized technologies involves substantial risks. By using the Site, the User expressly assumes all risks described in this Section and elsewhere in these Terms.

7.1 No Consequential, Incidental, or Punitive Damages

To the maximum extent permitted by law, neither the Site Operator nor any delegation overseer shall be liable for any indirect, consequential, incidental, special, punitive, exemplary, or economic damages of any kind, whether in contract, tort, negligence, warranty, strict liability or otherwise, including without limitation loss of data, loss of business, loss of opportunity, trading losses, staking losses, slashing losses, impermanent loss, market losses, or lost profits, arising from or related to use of the Site or the Valantis Protocol, even if the Site Operator or delegation overseer has been advised of the possibility of such damages.

7.2 Disclaimer of Representations; "As-Is" and "As-Available."

The Site is provided strictly on an "AS IS" and "AS AVAILABLE" basis. The Site Operator makes no representations or warranties of any kind, express, implied, legal, statutory, or otherwise, with respect to the Site, its content, draft transaction messages, or any blockchain interactions. This includes, without limitation, any warranties regarding ownership, title, non-infringement, merchantability, uptime, accuracy, security, reliability, technical stability, uninterrupted access, or fitness for a particular purpose. Users access and use the Site exclusively at their own risk.

7.3 Limited Delegation Authority; No Responsibility for Token Performance or Validator Outcomes.

As determined, the Site Operator may exercise limited Delegation Authority over Digital Assets; such Delegation Authority does not constitute custody, safekeeping, financial management, brokerage, investment advisory services, trust administration, fiduciary relationship, or agency of any kind. The Site Operator does not pledge, borrow, invest, rehypothecate, or dispose of Digital Assets, and may only execute delegation actions strictly in accordance with protocol logic and blockchain rules.

The Site Operator does not guarantee, and shall not be liable for, any staking rewards, validator uptime, validator performance, validator selection beyond protocol-configured criteria, validator failures, downtime, missed rewards, slashing penalties, forfeitures, loss of principal, price volatility, network disruptions, staking configuration risk, or any other protocol-determined, validator-driven, delegate-driven consequences affecting Digital Assets. Any staking, delegation, reward, or penalty is determined exclusively at the blockchain protocol level and not pursuant to a contractual yield, promise, or representation made by the Site Operator. Such items are expressly borne by the User and not by the Site Operator or any delegation overseer.

For clarity, any multisig signer or delegation keeper performing authorization actions under the Valantis Protocol acts solely in a protocol-execution capacity and not as custodian, trustee, investment manager, broker, agent, or fiduciary for Users.

7.4 No Professional, Financial, or Legal Advice

All information presented by the Site is strictly for informational purposes. Nothing on the Site constitutes investment, financial, trading, legal, accounting, fiduciary, or tax advice. Users must not rely on any information on the Site for decision-making and must obtain independent professional advice from qualified persons before making any transaction or taking any action involving Digital Assets, staking, liquidity provision, sovereign vaults, validator delegation, or governance participation.

7.5 Limited Survival Period for Claims

Any claim a User may have against the Site Operator arising from the Site or these Terms must be brought within the shorter of:

- (a) the legally applicable statute of limitations, and
- (b) six (6) months from the date the alleged claim arose.

Claims brought after this period are permanently barred.

7.6 Third-Party Content and Smart Contracts

The Site may reference or display third-party tools, validators, liquidity systems, analytics, RPC providers, wallets, staking mechanisms, or Smart Contracts that are not operated, controlled, or endorsed by the Site Operator. The Site Operator shall not be responsible for any loss arising from reliance on or interaction with such third-party resources, and the User expressly waives all claims against the Site Operator relating to third-party technologies, Smart Contracts, or services. Users interact with third-party systems entirely at their own risk through their own Wallets.

7.7 Risks of Blockchain and Smart Contract Technology

7.7.1 Experimental and Decentralized Technology

The Site may reference or interact with decentralized and experimental cryptographic technologies, including blockchain networks, such as Hyperliquid/HyperEVM, staking modules, validator systems, liquid staking tokens, including stHYPE, decentralized liquidity programs, sovereign vaults, and Smart Contracts. These technologies are novel, may fail unexpectedly, and their legal treatment and regulatory status remain uncertain. Use of the Site and interaction with the Valantis Protocol occurs entirely at the User's own risk.

7.7.2 Risks of Public Blockchain Networks

The Site and the Valantis Protocol depend on public, peer-to-peer blockchain systems, specifically the HyperEVM network, which operates independently of the Site Operator. The Site Operator does not influence validator behavior, finality rules, staking logic, liquidity dynamics, reward issuance, penalty mechanics, protocol upgrades, network congestion, or downtime. Loss of private keys may result in irreversible loss of assets, and the Site Operator cannot assist in the recovery of funds, access, or redemption rights.

7.7.3 Risks of Smart Contracts, Validators, and Sovereign Vaults

Digital Assets interacting with the Valantis Protocol depend on autonomous Smart Contracts that may be designed, deployed, governed, or upgraded by third parties. Delegation of HYPE or other Digital Assets into staking accounts or sovereign vaults may result in slashing penalties, delayed redemption, validator misbehavior, smart contract failures, oracle manipulation, liquidity imbalance, or total loss of the assets supplied. Once deployed, Smart Contracts may not be altered or reversed. Neither the Site Operator nor any delegation overseer is responsible for any defects, vulnerabilities, bugs, downtimes, governance decisions, or malicious behaviors affecting Smart Contracts or Validators.

7.7.4 Digital Asset Price Volatility

Digital Assets, including HYPE, stHYPE, validator reward tokens, or any other assets referenced by the Site, may be volatile, illiquid, de-pegged, discounted, or subject to unpredictable market behavior. Users may incur losses due to redemptions below expected value, market repricing of stHYPE relative to HYPE, validator performance, sovereign vault risk, STEX pool liquidity imbalances, or speculative market conditions. Past returns, validator yield, or price performance do not imply future results.

7.7.5 Regulatory Uncertainty

Blockchain systems, staking tokens, liquid staking systems, validator rewards, decentralized governance, and decentralized liquidity mechanisms remain subject to changing and uncertain regulatory standards globally. Laws and regulations, including taxation, custody, sanctions restrictions, reporting obligations, or consumer protection, may evolve in a manner that restricts or impairs the use, transfer, or valuation of

Digital Assets associated with the Valantis Protocol. Neither the Site Operator nor any delegation overseer assumes any liability arising from regulatory changes or enforcement actions.

7.7.6 Cryptography and Security Risks

Advances in cryptography, compromised cryptographic libraries, validator key leakage, or compromised hardware wallets may threaten blockchain security or result in loss of assets. Neither the Site Operator nor any delegation overseer has the ability to safeguard or recover Digital Assets lost due to cryptographic failure.

7.7.7 Forks and Protocol Changes

HyperEVM and Smart Contracts supporting the Valantis Protocol may undergo forks, upgrades, governance changes, validator restructuring, or parameter amendments initiated by third parties. These events may result in multiple competing versions of the protocol, unexpected asset representations, or loss of access. The Site Operator has no obligation to support or reflect any fork, upgrade, or governance decision and may elect, at its sole discretion, to support one, multiple, or none of the resulting versions. It is solely the User's responsibility to remain informed and manage associated risks.

7.7.8 Third-Party Dependencies and Wallet Risks

The Site requires third-party software and infrastructure, including wallets, RPC providers, analytics tools, indexers, cloud services, validator dashboards, and network middleware. These components are not controlled or guaranteed by the Site Operator or any delegation overseer. Any failure, downtime, exploit, or change in third-party services may affect access to the Site or the ability to perform blockchain interactions. Neither the Site Operator nor any delegation overseer has any liability for these dependencies.

7.8 Tax Matters

The tax treatment of staking rewards, validator income, sovereign vault strategies, liquidation penalties, or trading activity involving Digital Assets is uncertain and may vary by jurisdiction. The Site Operator conducts no due diligence into tax consequences, provides no tax guidance, and assumes no obligation to optimize or evaluate tax outcomes. Users are solely responsible for seeking professional tax advice and complying with applicable laws.

7.9 Limitations on Disclaimers and Liability

Some jurisdictions may limit the enforceability of certain disclaimers. To the fullest extent permitted by law, all disclaimers herein shall apply. No provision of these Terms shall operate to create any duty or liability where such duty is disallowed under applicable law.

7.10 Extension to Officers, Personnel, and Affiliates

All limitations, waivers, and disclaimers applicable to the Site Operator shall also apply equally to its affiliates, contributors, owners, directors, contractors, developers, validators, and personnel, as well as to delegation overseers.

7.11 Indemnification

Users shall indemnify, defend, and hold harmless the Site Operator, its directors, officers, employees, affiliates, contractors, multisig signers, protocol operators, and service providers, including any delegation overseer, from and against any claims, damages, losses, penalties, liabilities, judgments, fees, or expenses out of or relating to: (a) the User's access to or use of the Site or the Valantis Protocol; (b) any breach of these Terms; (c) any interaction with Digital Assets, including staking, delegation, slashing, penalties, loss of rewards, or protocol failure; or (d) any violation of applicable laws or third-party rights.

To the maximum extent permitted under the laws of the Republic of Panama, neither the Site Operator nor any delegation overseer shall be liable for any direct, indirect, consequential, incidental, exemplary, punitive, economic, loss of opportunity, loss of profits, loss of value, network disruption, slashing penalty, protocol failure, Smart Contract malfunction, or any other damages arising out of or relating to the use of the Site or the Valantis Protocol, even where the Site Operator or delegation overseer exercises Delegation Authority or technical signing functions. Any remedy offered in these Terms shall be optional and discretionary and shall not constitute a waiver of any limitation of liability.

No clause herein shall be interpreted as creating custody, a mandate, trust, deposit relationship, fiduciary duty, investment advisory service, or financial obligation of any kind on behalf of the Site Operator or any delegation overseer.

8. Governing Law; Dispute Resolution

8.1 Governing Law

These Terms and any relationship, right, obligation, dispute, or claim arising from or related to the Site or the Valantis Protocol shall be governed by and construed exclusively in accordance with the **substantive laws of the Republic of Panama**, without regard to conflict of laws principles. The availability of the Site in other jurisdictions shall not be interpreted as creating personal jurisdiction over the Site Operator or any delegation overseer in any forum outside the Republic of Panama.

8.2 Mandatory Conciliation and Arbitration

Any dispute, controversy, or claim arising out of, relating to, or connected with these Terms, including their interpretation, performance, enforcement, or termination (a "Dispute"), shall first be submitted to conciliation proceedings administered by the *Centro de Conciliación y Arbitraje de Panamá (CECAP)*, in accordance with its rules. For the avoidance of doubt, this provision applies to actions with respect to the Site Operator and any delegation overseer.

The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be Panama City. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of the Republic of Panama. The arbitral award shall be final for the Parties.

8.3 Injunctive Relief

Notwithstanding Section 8.2, the Site Operator may request interim, precautionary, or injunctive measures before any competent court to protect its legal rights, including the prevention of unauthorized use of the Site or violations of these Terms. Such measures shall not be considered a waiver of arbitration.

8.4 Confidentiality of Proceedings

Except where disclosure is required to protect a legal right, enforce an award, or comply with applicable law, the Parties agree to maintain confidentiality as to the existence and content of all conciliation and arbitration proceedings, including submissions, evidence, and correspondence.

8.5 Class Action Waiver

All proceedings under this Section 8 shall be conducted only on an individual basis, and not as a class action, collective action, representative claim, or on behalf of any third party. Each User expressly waives any right to participate as a class member, representative, or claimant in any such proceeding.

If any tribunal finds this class waiver unenforceable under applicable Panamanian arbitration principles, such finding shall not invalidate the mandatory arbitration requirement, and instead, shall require that the Dispute be adjudicated only between the Site Operator and the individual User bringing the claim.

9. Miscellaneous

9.1 Headings

Section titles and headings are included for convenience only. They do not modify the meaning, scope, or interpretation of any provision of these Terms.

9.2 Successors and Assigns

These Terms are binding upon and benefit the Site Operator, all Users, and their permitted successors, assigns, transferees, and delegates. Users may not assign or transfer their rights or obligations under these Terms without the prior written consent of the Site Operator. The Site Operator may freely assign, transfer, or delegate any of its rights or obligations to the fullest extent permitted by Panamanian law.

9.3 Severability

If any provision of these Terms is determined by a court or arbitral tribunal of competent jurisdiction to be invalid, unlawful, void, or unenforceable, such provision shall be interpreted as closely as possible to reflect the parties' original intention, and the remaining provisions will remain in full force and effect. The Site Operator may revise the affected provision to reflect the original commercial intent to the extent lawful.

9.4 Force Majeure

The Site Operator shall not be responsible for any delay, failure, or inability to perform any obligation under these Terms due to circumstances beyond its reasonable control, including but not limited to natural disasters, war, terrorism, government regulations, pandemics, network failures, hacks, blockchain malfunctions, including faults in the HyperEVM network or in the Valantis Protocol, attacks on service providers, or failures affecting infrastructure, APIs, indexing services, third-party wallets, or blockchain nodes.

8.5 Amendments and Modifications

The Site Operator may amend or update these Terms at any time and at its sole discretion. Any change becomes immediately effective upon publication on the Site. Users are responsible for reviewing the Terms regularly. By continuing to use the Site after modifications, Users accept the updated version. If a User does not agree with the amendments, the User must stop using the Site immediately.

8.6 No Implied Waivers

No delay or failure by the Site Operator to enforce any right, remedy, or provision under these Terms shall constitute a waiver of such right or provision. Any waiver must be expressly stated in a written document executed by the Site Operator, and shall apply only to the specific instance addressed.

8.7 Entire Agreement

These Terms constitute the entire agreement between Users and the Site Operator with respect to access and use of the Site. They supersede all prior or contemporaneous agreements, understandings, or representations, whether oral or written, relating to the same subject matter.

8.8 Interpretative Rules

For purposes of interpreting these Terms:

“including” means “including without limitation;”

“or” shall be interpreted as inclusive, not exclusive, unless context requires otherwise;

references to singular include plural, and vice versa;

references to gender include all genders;

references to “hereof,” “herein,” and similar expressions refer to these Terms as a whole;

ambiguities shall not be interpreted against the drafting party.